App F IX 4

1926
(mc)

File No. 192 26

Previous References
mc 192 26 81-8

Serial Nos 9, 10, 11, 12 & 13

Later References

General and Revenue Secretariat.

Serial Nos

Part B for for m 6, 28

SUBJECT

Agreement by the Municipal Council to the Railway Authorities for the payment of a licence fee of ~~Rs. 5 8 12 0~~ a year for the use of a piece of land belonging to the Railway Company

13 & To The municipal Comm^r B Circle thro' the President mc cc B Circle L 15 d 3-1 28

Requests him to take necessary action in the execution of an Encroachment with Govt accrete

3885x

App. F III—2]

General and Revenue Secretariat — File No 15-2 of 1926

Serial No.

Letter no A 1-319 dt 15/2/28 from the Mil Com Bangalore through the President seeking instructions of Govt in the matter of entering into agreement with the Ry Company agreeing to pay a license fee of Rs 58-12-0 a year for the use of the piece of land belonging to the Ry Company

The letter of the Commission is submitted for perusal and orders. In his letter of 26th August 1927, the Agent has not attached the Commission in agreement from the draft agreement forwarded by this enclosed, it does not appear advantageous to the Municipal Council to execute it

The question of the ownership of the land and building was raised by the Chief Secretary in para 4 of the notes of the file dt 1925. But it was not pursued

Mr. Commissioner of Police seen in the Secretariat Mail Compound

NOTE.—Contn. sheet.

WD 3884—GTS—60,000—24 5-27

General and Revenue Secretariat. File No 192 of 1926

Serial No.

Now it is necessary to know if the proprietary rights of the land has been taken by the Ry Company by the Engineer and be quieted in favour of the Ry Co. If it is so, it is perhaps profitable to the Municipal Council to proceed under the Land Acquisition Act to acquire the necessary portion of the land instead of paying the license fee of Rs 38-12- every year.

Ch 27/2 (Charles) 25/7

27 FEB 1926

4 Do Law Secy with compliments for favour of perusal

The land in question is the property of Govt and is borne on the capital a/c of the Bangalore-Mercara Ry managed by the M & S M. The question is whether M & S M may not be asked to waive the claim as the land belongs to Govt and they are not perhaps aware about the rent

Nil 2/3 2/3

NOTE—Contn. sheet.

490/827 47814 38561 (3)

App. F III—2]

General and Revenue Secretariat — File No 192 of 1926

Serial No.

6 I have exhaustively dealt with the question of ownership of Lockley Lake & of late turned to Imperial Govt (vide Flag T 487 file No 30-26 Pt) 7 In S R 27 may be informed that they are not entitled to any compensation as they are not to owners of the building

8 Chief Secy with Compts 8-4 5.4.28

CHIEF SECRETARY 7 APR. 1928

9. A draft letter to the Agent to be sent for concurrence

10 Dy Secy Mr. Railway Secy } 14/4

11 The draft letter may be issued.

III Dy Secy 17/4/28

W O 705-22 16.4.28

W. Secy. 34 17/4/28

OFFICE OF THE THIRD SECRETARY TO GOVERNMENT 18 APR. 1928 No. 18 244

W. Secy. 34 25/4/28

1st Chief Secy 23/4 24/4/28.

CHIEF SECRETARY 26 APR. 1928

1st Issue 27/4

NOTE—Contn. sheet.

L 5821

App F III-2] 4

General and Revenue Secretariat nl File No 192 of 1926

Serial No

L 6849 dy 30 4 28

To

The Agent
M S M Ry

States that the mud can not be hanged a sent to the land and requests not to from advise the Ex Engineer not to from the the execution of a formal a greement

Sen

PWD

Letter no W/2236 dy 7th may 1928 from the Agent M+S M Railways stating that there would be no necessity for the execution of an agreement of the transaction were between the Govt and the Railways but as the transaction is between the mdl Govt and the Railway, an agreement is considered necessary

14 Submitted with reference to this office letter dy 30th April

Ch 9/5 15 (Th Rly) WD 5/5

16 Send copy to Mdl Govt Engineer Present for his views

Nil
10/5

NOTE—Contn sheet

W I 0 1 GPL—6000—24 6 7

App. F III-2]

General and Revenue Secretariat. File No [illegible] of 1926

Serial No.

1 Draft submitted
Ch 12/5
TWS

L 8924 dy 16 5 28
Rec'd Commissioner's
Calls for the views of the Commissioner
in the matter

Secy

II Letter no A1-319 of 26 27
dy 6 6 28 from the Commissioner
stating that the proposal
of the Agent M & S M Ry C
to levy a nominal fee
rent of Re 1 per annum
for the use of the 'Lockley
Hall' land may be accepte

~~If approved a copy of~~
~~the Commissioner's letter may~~
~~be sent to~~ The Agent may be informed that he is to
Ry Company
Commissioner asked to execute
an agreement accordingly

Ch 13/6

19 Ch Secy
21 Secy Records

TWS 14/6

Secy 19/6

CHIEF SECRETARY. 14 JUNE 1928

RECEIPT OF THE Original Draft Letter 18 JUNE 1928

WD 0881—GPB—50,000—24-5-26

21 Asstt 20 19/6

Secy 19/6

General and Revenue Secretariat. File No. of 192

Serial No.

DEWAN'S OFFICE
Received on
30. JUN. 1928
Dpt. No. 877

CHIEF SECRETARY'S
26 JUNE 1928

1 Two drafts submitted
Ch 23/6 2331 may not be understandable
26/6 to point out to the Govt
that the agreement must be
so worded as not to prejudice
in the least the rights of Govt.
by
copy

24 Then putting this draft
26/6

2 Ly dfts are put up
Ch 25/6

26 Ch Secy) 25/6

27 The two draft letters herewith
put up may be approved

28 Th Resident may also be informed

29 Secy) 30/6

30 approved
by Ch Secy

31 1-6-28

3rd Secy
2/7

13 d/d 3 7 28
The Agent Pol Dept
informs that Govt accepts

C/B 6174—6/28—20,000—10-4-28

6.8.26

App F II[—2]

General and Revenue Secretariat.

File No. 42 of 1926

Serial No.

13

Her proposal
d 15 Dr 3 7 28
Rec Cow Br 4
Requests her to take necessary action in the ~~matter~~ execution of the agreement in Consultation with the Govt Advocate

Submitted with reference to paras 29 and 30 of the notes

Ch 8/7 '28 The papers may be sent to me in order to enable me to render in mind the remarks

(Andrews) 29/7/28

Yours

CHIEF SECRETARY. 7 JULY 1926

Norm—Comin. Sheet.

3888L
22 2 28

No. A 1-319 (Gn 2)
26 - 27

CITY MUNICIPAL OFF

Bangalore City Dated 17th, Feb 19
18

me 192-26-9

From

T GOVINDA ROW Esq
MUNICIPAL COMMISSIONER CITY MUNICIPALITY
BANGALORE CITY

To

N Madhava Rao Esq , B A , B L
Chief Secretary to the Government of His Highne
The Maharaja of Mysore,
Bangalore

Sir,

With reference to correspondence ending with your letter No L.1499/M1 192-26-8 dated 13th September 1927 in the matter of - the shifting of the Storm Water drain in-front of the Locksley Hall Seshadri Road, I have the honour to state that the District Engineer, Madras & Southern Mahratta Railway, Bangalore Cantonmen sent an estimate for Rs 41-8-0 towards the cost of the proposed - drain to the Municipal Engineer for counter-signature in token of his approval The estimate was countersigned by the Municipal Engineer and returned to the District Engineer accordingly and - this action of the Municipal Engineer was approved by me

2) The District Engineer Madras & Southern Mahratta Railway, now wants me to enter into an agreement with the Railway Company agreeing to pay a license fee of Rs 58-13-0 a year for the - use of the piece of land belonging to the Railway Company and to certain other conditions as per draft agreement forwarded by him This payment of a yearly license fee is a new condition now imposed by the Railway authorities A Copy of the draft agreement - together with a copy of his letter No C 1236 dated 16th January 1928 to the Municipal Engineer is forwarded herewith for kind information I beg to solicit further instructions of Government in the matter "Locksley Hall" is one of the Mysore Government Buildings handed over to the Railway authorities for use and

P T.O

and I do not think the question of license fee arises.

I have the honour to be,

Sir,

Your most obedient Servant,

T N R.

Municipal Commissioner.

Forwarded with compliments

President

(D

Copy of letter No C 1236 dated the 16th January 1928 from the District Engineer The Madras & Southern Mahratta Railway Co Ltd Bangalore Cantonment to the --- Municipal Commissioner City Municipality Bangalore

---

Shifting of the storm water drain in front of the ---- 'Locksley Hall' in connection with the widening of the --- Seshadri Road

With reference to your letter No M E 1230 dated the 7th December 1927 I have the honour to send herewith a draft agreement in connection with the above for favour of your -- signature and early return duly attested with 2 witnesses in token of your approval of the conditions laid down in the agreement

Also kindly remit annas ten only to this Office for --- stamp duty for execution of stamped agreement

---

"C o p y"

For Municipal Commissioner

The Madras and Southern Mahratta Railway Company Ltd. 11
(Incorporated in England)

License for the use of Railway Land for business purposes -- where Structure or other accommodation is not required

---

An agreement made and entered into the day of 19 between the Madras and Southern Mahratta Railway Company Limited Incorporated in England and having their principal --- Office in India at Park Town Madras (Herein after called "The Administration") of the one part and Municipal Council of Bangalore City (hereinafter called "the Licensee" of the other part)

Whereby it is agreed as follows ---

1 The Licensee shall have the use of the piece of land -- described in the schedule hereto for the purpose of maintaining a ditch for draining the Seshadri Road subject to such rules regulations and bye-laws as may from time to time be made by or on behalf of the Administration or by or on behalf of any -- local authority in relation to the business of the Licensee and subject to the conditions hereinafter contained

2 The Licensee shall allow the District Engineer of the Administration or other Officers or servants of the Administration free access at all times to the said land works and conveniences of the Licensee thereon whether completed or in course of construction and the Licensee shall whenever so requested forthwith pull down rebuild replace or repair any part or parts of such works and conveniences which shall be considered to be improperly situated or of defective design construction or materials or in want of repair

3 The Licensee shall pay to the Administration a yearly fee of Rs 58-13-0 the first of such yearly payments to be made on the signing of this agreement and subsequent payments to be made in advance on the day of in every year as long as this license shall continue The License shall also duly pay all cesses rates and taxes payable as from the -- said date in respect of the said land and the works and conveniences of the Licensee thereon for the time being

12

4 Notwithstanding any thing herein contained either party shall be at liberty to determine and put an end to this License by giving to the other of them at any time one calendar month's notice in writing and such license may be so determined by the Administration without any claim for compensation whatever on the part of the Licensee and on the expiration of such notice the Licensee shall discontinue to use and the Administration shall be at liberty to prevent the Licensee from entering upon or coming into the premises

5 In case the Licensee shall fail to restore the land forming the site thereof to its former condition prior to his vacating and delivering up the said land to the Administration it shall be lawful for the Administration to restore the land to its former condition and the expense incurred by the Administration in such restoration shall be re-paid by the Licensee to the Administration on demand being made therefor

6 The Licensee shall not without the consent of the Administration in writing under the hand of the Agent first had and obtained assign or sublet the privileges in clause I hereof mentioned

7 The Licensee shall at all times keep the Administration indemnified against and shall reimburse to the Administration all claims demands suits losses damages costs charges and expenses whatsoever which the Administration may sustain or incur by reason or in consequence of any injury to any person or to any property resulting directly or indirectly from the works specified in clause I and shall make full compensation to the Administration their officers and servants or any of them for all loss or damage sustained by them or for which they may be liable as aforesaid

8 If any part of the fee or rent hereby payable shall be unpaid for 30 days after becoming payable (whether formally demanded or not) or if the Licensee shall become insolvent or if any covenant on the Licensee's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Administration at any time thereafter upon the said piece of land or any part thereof in the name of the whole to re-enter and there-upon this

license

13

Licensee shall absolutely determine but without prejudice to the right of action of the Administration in respect of any breach of the Licensee's covenants herein contained

9 The Licensee shall pay all legal expenses stamp duty and registration charges and all other costs charges and expenses ~~xxxxxxxx~~ incurred in connection with these presents

10 Nothing herein contained shall be construed to create a tenancy in favour of the Licensee of the said premises and the Administration may of their mere motion upon the determination of this Licensee prevent the Licensee from entering upon or coming into the premises

In witness whereof
for and on behalf of the Madras and Southern Mahratta Railway Co Ltd , and the Licensee have hereunto set their respective hand the day and year first above written

---

The schedule above referred to

Land measuring 490 ft in length and 4 ft in ~~xx~~ width and containing by admeasurement 1960 sq ft or thereabouts situate at Locksley hall Bangalore City and bounded on the north by --- Locksley Hall on the East by Jail Superintendent's quarters on the south by Seshadri Road and the West by Seshairi Road and -- Nullah

Signed by)
for and on behalf of the (For and on behalf of the Madras
Madras and Southern Mahratta) and Southern Mahratta Railway
Railway Company Ltd in the (Co Ltd
presence of)

Signed by the above named
Licensees in the presence of

"C o p y"

For Municipal Commissioner

SM

16849 mc 192-26-10
To Enc 2 Dy 30-4 28/44

The Agent,

M & S M Ry Co , Ltd , Madras

Sir,

I am directed to invite reference to the correspondence ending with your letter No W 2235 dated 26th August 1927 stating that the Madras and Southern Mahratta Railway Company have no objection to the storm water drain in front of the Loksley Hall on the Seshadri Road, Bangalore City, being shifted into the compound of the bungalow, provided the boundaries remained as they were and the trees were not damaged

2 The District Engineer, Madras and Southern Mahratta Railway Company at Bangalore has now asked the Municipal Commissioner, Bangalore City, to execute a formal agreement requiring, among other things, the payment of an annual license fee of Rs 58-13-0 to the Madras and Southern Mahratta Railway for the use of the land A copy of his letter is enclosed for ready reference

3 I am to observe that the stipulations laid down by the District Engineer were not contemplated in your letter of 26th August 1927 and seem to be, in the circumstances of the case, not quite appropriate The small strip of land in question was made use of for a drain by

15

the Municipality at the instance of this Government, who as the owners of the property cannot obviously be charged rent for it His Highness' Government trust you will agree in this view and advise the District Engineer not to press for the ~~question of~~ execution of a formal agreement or ~~of~~ payment of a license fee

I have etc ,

CHIEF SECRETARY TO GOVT

P I \ L 6550/Eq 30-4 28

copy to Rq Scott

MJ

THE MADRAS AND SOUTHERN MAHRATTA RAILWAY CO LD.

(Incorporated in England.)

L 5621

POST BOX No. 522.
TELEGRAMS—"FREIGHT MADRAS
TELEPHONE—2901

IN REPLY PLEASE QUOTE—

AGENT'S OFFICE
PARK TOWN
MADRAS

No W/2235 Dated 7th May 1928

The Chief Secretary to the Government of His Highness the
Maharaja of Mysore,
BANGALORE.

Sir,

Shifting of the storm water drain in front of the "Locksley Hall" in connection with the widening of the Seshadri Road

---

With reference to your No L/6849/M1-192-26-10 of the 30th April 1928 I have the honor to inform you that there would be no necessity for the execution of an agreement if the transaction were between the Mysore Government and the Railway but as the transaction is one between the Railway and the Bangalore City Municipality an agreement is considered necessary

Further the Railway being in possession of the land has to charge a rent for the Municipality for the usage of that land But there is no objection to the levy of a nominal rent in this case, say Re 1/- per annum and I shall be glad to know if the Government agree to the proposal

I have the honor to be
Sir
Your most obedient servant

Agent

D A Nil.
R.

17

APP VI G]

SUBJECT –

Section nil
File No 192-26
Serial No

No L 8224/Encl

Diary No of letter replied to 521

General and Revenue Secretariat

( )

the 192

Date of issue 16-5-28

Signed by Mr L to G I

To The Municipal Commissioner, Bangalore City through the President and Members

Sir,

I am directed to ~~invite~~ refer to your letter no A 1-319/26 27 dt 15th Feb 1928 in the matter of entering into an agreement with the M&S Railway Company agreeing to pay a license fee of Rs 58-13-0 a year for the use of the piece of land on the of the "Lakshey Hall, Shiva

over

List of enclosures

Copied by

Examined by

WLO-925—GPB—80 000—26-5-27

1927

Rd, ~~and I am forwarded~~

herewith ~~for information~~

~~your views~~ a copy of letter

no W/2235 dy 7th May 1928

from the Agent M+SR

Railway in the matter of the register Marks

~~for furnishing~~ [illegible] your views thereon

I have etc

for chief Secy to Govt

Ch 12/5

No A 1-319 of 26 21

CITY MUNICIPAL OFFICE

Bangalore City Date 5th June 6

L 6083

FROM

T GOVINDA ROW Esq

Municipal Commissioner City Municipality

BANGALORE CITY

To

N. Madhava Rao, Esq , B A B L ,
Chief Secretary to the Government of
His Highness the Maharaja of Mysore,
B a n g a l o r e

S i r,

In C 92-26-11

With reference to your letter No L 8224/M1 192-26 dated 16th May 1928 in the matter of the agreement to be entered into with the Madras and Southern Mahratta Railway Company for the use of a piece of land out of the compound of the 'Locksley Hall' -- for shifting the Storm water drain I have the honor to state --- that the proposal of the Agent, M & S M Railway Company to -- levy a nominal rent of Re 1/- per annum for the use of the land may be accepted

I have the honour to be,

S i r,

Your most obedient servant,

T Govindarow

Municipal Commissioner

N.B. --

President is not in
the Station

L 14 dated 3-2-28
Rel 92-26-12
2W

Two Hydrabs

To

The Agent

M & S M Ry Co Ltd
Park Town MADRAS

Sir

With reference to our letter No 35 dated 7 May 1928 stating that agreement in connection with the proposed diversion of the storm water drain in the locality known as Hubbal is considered necessary between the Railway and the Bangalore City Municipality and proposing the levy of Re 1/ per annum from rent on the Municipality for the use the land I am directed to say that the Government accept the above proposal the Municipal Commissioner has been requested to take further needful steps in the matter

I have etc

DRAS) [illegible]
Chief Secry to Govt

[illegible]
23/6

[illegible]

L-15 dated 3-2-13

To Pol 192-26 21

The Municipal Commissioner, I

THROUGH the Pdt, City Pl Cl [illegible]

S i r,

I am directed to invite reference your letter o A1-319 o 1926-27 dated 6th June 1928 accepting the proposal of the Agent of S Ry Co, to levy a [illegible] ren of Re 1/- per annum for the use the Land in the compound of the [illegible] all" and to request that steps may be taken early in regard to the execution of the necessary agreement in consultation with the Government Advocate.

I have etc

DRAFT)

Chief Secry to Govt

L 16 dated 3/7/28

Copy to Govt Advocate, for information

By Order

DRAFT)

for Chief Secry to Govt